BEFORE

THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKET NO. 2005-87-W/S - ORDER NO. 2005-535

SEPTEMBER 27, 2005

IN RE:	Application of CUC, Incorporated for) ORDER APPROVING
	Approval of a New Schedule of Rates and) AND ADOPTING
	Charges for Water and Sewerage Service) SETTLEMENT
	Provided to its Customers at Callawassie) AGREEMENT
	Island and Spring Island in Beaufort County,)
	South Carolina.)

The above-captioned matter is before the Public Service Commission of South Carolina (the Commission) on the proposed Settlement Agreement (the Settlement Agreement) filed by the Office of Regulatory Staff of South Carolina (ORS), CUC, Inc. (CUC or the Company), and Callawassie Island Property Owners Association, Inc. (the POA)(hereinafter collectively referred to as the Parties or sometimes individually as a Party). It is acknowledged that the Parties to the Settlement Agreement are the only Parties of record in this docket.

This matter was initiated on April 4, 2005, when CUC filed an Application for Approval of a New Schedule of Rates and Charges for Water and Sewerage Service Provided to its Customers at Callawassie Island and Spring Island in Beaufort County, South Carolina with this Commission. A hearing for public comment was held on Callawassie Island by the Commission on August 8, 2005. Settlement negotiations resulting in the agreement between the Parties were concluded on or about August 24,

2005, and resulted in the agreement signed by the Parties on September 1 and 2, 2005. The Parties have determined that their interests, as well as those of the general public, are best served by settling the dispute in this matter under the terms and conditions set forth below.

By signing the Settlement Agreement, all counsel acknowledged their respective clients' consent to its terms. The Settlement Agreement provided that the Parties viewed the terms of the agreement to be fair and reasonable.

The hearing held before the Commission on September 8, 2005 therefore took the form of a settlement hearing. At the settlement hearing, ORS presented the testimony of Willie J. Morgan. The testimony of ORS witness Christina L. Seale was also stipulated into the record without the witness taking the stand. Morgan's and Seale's testimony was amended to include three additional adjustments consisting of: 1) an addition to revenue in the amount of \$10,210 for grinder station revenue, 2) a deduction from revenue in the amount of (\$178) for billing adjustments, and 3) an increase to expenses in the amount of \$750 for sludge expenses. The Parties agree to these three adjustments.

Mr. Morgan provided an overview of the Settlement Agreement and stated the opinion of the ORS that the agreement was in the public interest. The Settlement Agreement and corresponding rates and charges were accepted into the record without objection. The rates for residential and commercial water, sewer, and irrigation are specified in Exhibit 1 to the Settlement Agreement which is attached to and incorporated as a part of this Order as Attachment 1. CUC agreed to reduce its rates from those proposed in the original Application for residential water, sewer, and irrigation.

We find that the rates agreed to by the Parties are fair and reasonable and that such allow CUC to continue to provide its customers with adequate water and wastewater service as well as to promote the conservation of water resources. The Parties also reached agreement as to use of the NARUC Uniform System of Accounts as required by the Commission's Rules and Regulations, and as to the collection and use of the South Carolina Department of Health and Environmental Control Safe Drinking Water Fee.

The Parties agreed, and this Commission finds, that an increase in water and sewer rates is necessary in this matter. CUC has not applied for any increase in its rates since its rate filing was approved by this Commission in 1993. Since that time, CUC's costs of providing service have increased so that it can no longer earn a fair return on its investment. The Parties therefore agreed and stipulated to certain rates and charges which we hereby approve and which are specified in Exhibit 1 to Attachment No. 1 attached hereto. We agree with the Parties that the rates and charges contained in the Settlement Agreement are fair and reasonable.

The Parties agreed to, and we hereby approve, the additional adjustments related to (1) an addition to revenue in the amount of \$10,210 for grinder station revenue, 2) a deduction from revenue in the amount of (\$178) for billing adjustments, and 3) an increase to expenses in the amount of \$750 for sludge expense. Further, CUC shall employ the NARUC Uniform System of Accounts as required by the Commission's Rules and Regulations as of January 1, 2006, and shall appropriately collect and pay the DHEC fee to DHEC.

The Commission is satisfied with the information and statistics contained in the Exhibits to the Settlement Agreement and that the terms and conditions set forth in the Agreement are fair and equitable to the Parties as well as to the CUC customers affected by the rates and fees approved by this Order.

After careful review and consideration of the Settlement Agreement, the evidence of record, the testimony of the witness and the representations of counsel, the Commission concludes as a matter of law that (i) approval of the Settlement Agreement is in the public interest; and (ii) the residential and commercial rates and fees for both water and sewer agreed to by the Parties and as set forth in Attachment No. 1 attached hereto are both reasonable and prudent.

An examination of Settlement Agreement Exhibit 2, attached hereto, reveals that, based on the operating revenues, income, and expenses agreed upon by the Parties, an operating margin for CUC of 12.50% was calculated. We hereby approve an operating margin of 12.50% for this Company.

IT IS THEREFORE ORDERED THAT:

- 1. Settlement Agreement, including its attached exhibits, is attached hereto as Attachment No. 1, is accepted into the record without objection, and is incorporated into and made part of this Order by reference. Further, the Settlement Agreement is found to be in the public interest and constitutes a reasonable resolution of this proceeding.
- 2. The statement of proposed rates attached to the Settlement Agreement (Exhibit 1 thereto) has been entered into the record of this case without objection. We

find that the proposed rates are both fair and reasonable and will allow CUC to continue to provide its customers with adequate water and wastewater services.

- 3. An operating margin of 12.50% is approved for CUC.
- 4. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

Randy Mitchell, Chairman

ATTEST:

G. O'Neal Hamilton, Vice-Chairman

(SEAL)

Attachment No. 1 Docket No. 2005-87-WS Order No. 2005-535 September 27, 2005

BEFORE

THE PUBLIC SERVICE COMMISSION

OF SOUTH CAROLINA

DOCKET NO. 2005-87-W/S

₹.

Application of CUC, Inc. for Approval of New Schedule of Rates and Charges for Water and Sewerage Service Provided to its Customers at Callawassie Island and Spring Island in Beaufort County, SC))) SETTLEMENT AGREEMENT)
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This Settlement Agreement is made by and among CUC, Inc. ("CUC"), Callawassie Island Property Owners Association, Inc. ("POA"), and the Office of Regulatory Staff of South Carolina ("ORS"), (all hereinafter collectively referred to as the "Parties" or sometimes individually as a "Party").

WHEREAS, on April 4, 2005, CUC filed with the Public Service Commission of South Carolina ("Commission") an Application for Approval of a New Schedule of Rates and Charges for Water and Sewerage Service Provided to its Customers at Callawassie Island and Spring Island in Beaufort County, South Carolina ("Application");

WHEREAS, the Parties to this Settlement Agreement are parties of record in the above-captioned docket and there are no other parties of record in the above-captioned proceeding;

WHEREAS, the Parties have engaged in discussions, most recently on August 24, 2005, to determine whether a settlement of this proceeding would be in their best interests;

WHEREAS, following those discussions the Parties have each determined that their interests and the public interest would be best served by settling the above-captioned case under the terms and conditions set forth below:

- 1. The Parties agree that the statement of stipulated rates attached hereto and made a part hereof as Settlement Agreement Exhibit 1 is fair and reasonable and allows CUC to continue to provide its customers with adequate water and sewer service.
- 2. The resultant operating margin of 12.5% based on the stipulated rates is attached hereto and made a part hereof as Settlement Agreement Exhibit 2.
- 3. The service revenue analysis is attached hereto and made a part hereof as Settlement Agreement Exhibit 3.
- 4. Effective January 1, 2006, CUC agrees to keep its books and records according to the NARUC Uniform System of Accounts as required by the Commission's rules and regulations. CUC also understands and agrees that the South Carolina Department of Health and Environmental Control ("DHEC") Safe Drinking Water Fee may only be collected and used to pay DHEC.
- 5. The Parties agree to stipulate into the record before the Commission the prefiled direct testimonies of ORS witnesses Willie J. Morgan and Christina L. Seale without objection or cross-examination. The Parties agree to stipulate Ms. Seale's testimony into the record without her testifying at the hearing. The Parties further agree that Mr. Morgan's and Ms. Seale's direct testimony should be amended to include three additional adjustments consisting of: 1) an addition to revenue in the amount of \$10,210 for grinder station revenue, 2) a deduction from revenue in the amount of (\$178) for billing adjustments, and 3) an increase to expenses in the amount of \$175 for sludge

expenses. The Parties agree to these three adjustments and they are accordingly incorporated in the attached exhibits. The Parties agree that no other evidence will be offered in the proceeding by the Parties other than this Settlement Agreement with Settlement Agreement Exhibits 1-3 hereto attached.

- 6. The Parties agree to withdraw all pre-filed testimony and exhibits of Billy F. Burnett, D. Joe Maready and George B. Flegal, Jr.
- 7. The Parties agree to cooperate in good faith with one another in recommending to the Commission that this Settlement Agreement be accepted and approved by the Commission as a fair, reasonable and full resolution of the above-captioned proceeding. The Parties agree to use reasonable efforts to defend and support any Commission Order issued approving this Settlement Agreement and the terms and conditions contained herein.
- 8. The Parties agree that by signing this Settlement Agreement, it will not constrain, inhibit or impair in any way their arguments or positions they may choose to make in future Commission proceedings. If the Commission should decline to approve the Settlement Agreement in its entirety, then any Party desiring to do so may withdraw from the Settlement Agreement without penalty.
- 9. This Settlement Agreement shall be interpreted according to South Carolina law.
- 10. Each Party acknowledges its consent and agreement to this Settlement Agreement by authorizing its counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of this Settlement Agreement. Facsimile signatures

and email signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Settlement Agreement.

WE AGREE:

Representing and binding the Office of Regulatory Staff:

Shannon Bowyer Hudson Esquire
Office of Regulatory Staff

Office of Regulatory Staff 1441 Main Street, Suite 300

Columbia, SC 29201 Phone: (803) 737-0889 Fax: (803) 737-0800

Email: shudson@regstaff.sc.gov

WE AGREE:

Representing and binding the Callawassie Island Property Owners Association, Inc.:

Frank R. Ellerbe III, Esquire Bonnie D. Shealy, Esquire

Robinson McFadden & Moore, P.C.

Post Office Box 944 Columbia, SC 29202 Phone: (803) 779-8900

Fax: (803) 252-0724

Email: fellerbe@robinsonlaw.com bshealy@robinsonlaw.com

WE AGREE:

Representing and binding CUC, Inc.

Billy F. Burnett, President

CUC, Inc.

2109 Timberlane Drive Florence, SC 29506

Phone: (843) 669-0130/622-0753

Fax: (843)673-9013

DATE: September 2, 2005

CUC, INC. 2005-87-WS STATEMENT OF STIPULATED RATES - SETTLEMENT

	RESIDE	NTIAL	
WATER Base Monthly Residential Water - 3/4" Meter Base Monthly Residential Water - 1" Meter Base Monthly Residential Water - 1-1/2" Meter Base Monthly Residential Water - 2" Meter Water Commodity Charge (per 1,000 gallons of water used)	\$17.50 \$25.00 \$30.00 \$35.00 \$3.36	SEWER Base Monthly Residential Sewer - 3/4" Water Meter Size Base Monthly Residential Sewer - 1" Water Meter Size Base Monthly Residential Sewer - 1-1/2" Water Meter Size Base Monthly Residential Sewer - 2" Water Meter Size Sewer Commodity Charge (per 1,000 gallons of water used)	\$17.50 \$25.00 \$30.00 \$35.00 \$3.36
IRRIGATION Base Monthly Residential Irrigation Water - 3/4" Meter Base Monthly Residential Irrigation Water - 1" Meter Base Monthly Residential Irrigation Water - 1-1/2" Meter Base Monthly Residential Irrigation Water - 2" Meter irrigation Commodity Charge (per 1,000 gallons of water used)	\$17.50 \$25.00 \$30.00 \$35.00 \$3.36		

COMMERCIAL							
WATER Base Monthly Commerical Water - 3/4" Meter Base Monthly Commerical Water - 1" Meter Base Monthly Commerical Water - 1-1/2" Meter Base Monthly Commerical Water - 2" Meter Water Commodity Charge (per 1,000 gallons of water used) IRRIGATION Base Monthly Commerical Irrigation Water - 3/4" Meter Base Monthly Commerical Irrigation Water - 1" Meter Base Monthly Commerical Irrigation Water - 1-1/2" Meter Base Monthly Commerical Irrigation Water - 2" Meter Base Monthly Commerical Irrigation Water - 2" Meter	\$20.00 \$25.00 \$30.00 \$35.00 \$3.36 \$20.00 \$25.00 \$30.00 \$35.00 \$3.36	SEWER Base Monthly Commerical Sewer - 3/4" Water Meter Size Base Monthly Commerical Sewer - 1" Water Meter Size Base Monthly Commerical Sewer - 1-1/2" Water Meter Size Base Monthly Commerical Sewer - 2" Water Meter Size Sewer Commodity Charge (per 1,000 gallons of water used)	\$20.00 \$25.00 \$30.00 \$35.00 \$3.36				

OTHER CHARGES

WATER	
Tap-In Fee - 3/4" Water Meter	\$525.00
Tap-In Fee - 1" Water Meter	\$700.00
Tap-In Fee - over 1" Water Meter	Cost plus service

SEWER
Tap-In Fee - 3/4" Water Meter Size \$625.00
Tap-In Fee - 1" Water Meter Size \$700.00
Tap-In Fee - 1-1/2" Water Meter Size \$900.00
Tap-In Fee - 2" Water Meter Size \$1,000.00

New Water Customer Account Initation Charge	\$13.50
Delinquent Customer Account Notice	\$4.00
Reconnection Charge After 9 Months of Disconnection	\$35.00
Reconnection Charge Within 9 Months of Disconnection - Custo	mers will
be charged the monthly base facility charge for the service pe	eriod they
were disc	onnected.
The Reconnection Charge shall also be due prior to the recon	nection if

water service has been disconnected at the request of the customer.

New Water Customer Account Initation Charge
Delinquent Customer Account Notice
Reconnection Charge After 9 Months of Disconnection \$250.00
Reconnection Charge Within 9 Months of Disconnection — Customers
will be charged the monthly base facility charge for the service period
they were disconnected.

The Reconnection Charge shall also be due prior to the reconnection if sewer service has been disconnected at the request of the customer.

Late Penalty Charge -- Company may charge a late payment penalty up to the maximum amount allowed by applicable South Carolina statute and/or South Carolina Public Service Commission rule.

NSF Check Charge -- Company may charge a NSF check charge up to the maximum amount allowed by applicable South Carolina statute and/or South Carolina Public Service Commission rule.

Billing Cycle - Recurring charges will be billed monthly in arrears. Nonrecurring charges will be billed and collected in advance of service being provided.

Attachment No. 1 Page 8 of 11

Docket No. 2005-87-WS

Order No. 2005-535

September 27, 2005

CUC, Inc.
Operating Experience and Operating Margin
For the Test Year Ended December 31, 2004

	_	(1) Per Company Books	8	(2) Accounting & Pro Forma Adjustments		(3) As Adjusted		(4) Effect of Proposed Increase		(5) After Proposed Increase
Operating Revenues										
Water Service	\$	371,810	\$	473	\$	372,283	\$	169,578	\$	541,861
Sewer Service		147,565		624		148,189		86,663		234,852
Tap Fees		39,375		(39,375)		0		0		0
Availability Fees		44,268		(732)		43,536		0		43,536
Other Revenues	-	14,492		(4,008)		10,484		0		10,484
Total Operating Revenues		617,510		(43,018)	•	574,492		256,241		830,733
Operating Expenses										
Operating & Maintenance Expenses		265,241		23,123		288,364		0	37	288,364
General & Administrative Expenses		367,993		(3,546)		364,447		0	."	364,447
Depreciation & Amortization Expense		13,505		(13,505)		0		0		0
Taxes Other Than Income		8,412		17,642		26,054		2,915		28,969
Income Taxes		0		0		0		45,277	5.1	45,277
Total Operating Expenses		655,151		23,714		678,865		48,192		727,057
Net Operating Income (Loss)		(37,641))	(66,732)		(104,373)		208,049		103,676
Customer Growth		0		0		0		1,672		1,672
Total Income (Loss) for Return	\$	(37,641)	<u>)</u> \$_	(66,732)	\$	(104,373)	\$	209,721	\$	105,348
interest Expense for Operating Margin	;	0	_	1,444		1,444	•			1,444
Operating Margin	:	-6.10%	<u>6</u>			-18.42%	•	•	•	12.51%

^{*} Due to rounding the commodity charge to the nearest cent, an additional \$133 is generated producing an actual operating margin of 12.51%.

2005-87-WS CUC, INC.

Attachment No. 1
Docket No. 2005-87-WS
Order No. 2005-535 September 27, 2005

SERVICE REVENUE ANALYSIS FOR TEST YEAR ENDING DECEMBER 31, 2004

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Proposed Settlement Monthly Revenue Overvlew: 12.5% Operating Margin	
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						Monthly BFC	
Customer Classification Service	Annual	Commodity	No. of	Monthly Base	Monthly BFC	and	Average
Type	Consumption	Charge (2)	Units per	Facility	Revenue	Commodity	Monthly
	in Gailons (1)		Month (3)	Month (3) Charge (BFC)		Revenues	Usage (4)
Res. Water - 3/4" Meter	1	\$3.36	550	\$17.50	\$9,625.00	\$18,078	4,574
Res. Water - 1" Meter	6,572,480	\$3.36	56	\$25.00	\$1,400.00	\$3,240	9,780
Res. Water - 1-1/2* Meter	0	\$3.36	0	\$30.00	\$0.00	0\$)
Res. Water - 2" Meter	249,000	\$3.36	3	\$35.00	\$105.00	\$175	6,917
Res. Sewer - 3/4" Water Meter	27.	\$3.36	534	\$17.50	\$9,345.00	\$17,001	4,267
		\$3.36	20	\$25.00	\$500.00	\$916	6,189
Res. Sewer - 1-1/2" Water Meter	0	\$3.36	0	\$30.00	\$0.00	0\$)
Res. Sewer - 2" Water Meter	0	\$3.36	0	\$35.00	\$0.00	0\$)
SUBTOTAL	65.840.550		1,163		\$20,975.00	\$39,410.35	4,718

		56.09
	-	\$64,72
	•	\$29,715.00
J		
		1,631
31,100,130		25,039,620
SOBIOI AL		TOTAL 1

92,625,410 TOTAL WATER CONSUMPTION LESS **SEWAGE TREATMENT AMOUNTS (5)**

Comments:

(1) Test year annual water consumption amount per service type for each water meter size as stated by CUC.

The commodity charge applies to each 1000 gailons of water used.

End of test year monthly utility service types (residential water, residential sewer, commercial sewer, etc.) provided to customers of CUC per meter size.
 Average monthly customer water consumption per meter size = annual consumption/no. of units/twelve months.
 Total water supplied to customers by CUC as set forth in CUC's test year records. CUC sewer customers who receive water directly from BJWSA are not included.

2005-87-WS CUC, INC.

SERVICE REVENUE ANALYSIS FOR TEST YEAR ENDING DECEMBER 31, 2004

Proposed Settlement Annual Revenue Overview: 12.5% Operating Margin

Customer Classification Service Type	Annual Consumption in Galions (1)	Commodity Charge (2)	Annuai Service Units (3)	Monthly BFC	Annual BFC Revenue	Annual BFC and Commodity Revenues
Res. Water - 3/4" Meter	30,189,610	\$3.36	6,600	\$17.50	\$115,500.00	\$216,937
Res. Water - 1" Meter	6,572,480	\$3.36	672	\$25.00	\$16,800.00	\$38,884
Res. Water - 1-1/2" Meter	0	\$3.36	0	\$30.00	\$0.00	\$0
Res. Water - 2" Meter	249,000	\$3.36	36	\$35.00	\$1,260.00	\$2,097
Res. Sewer - 3/4" Water Meter	27,344,040	\$3.36	6,408	\$17.50	\$112,140.00	\$204,016
Res. Sewer - 1" Water Meter	1,485,420	\$3.36	240	\$25.00	\$6,000.00	\$10,991
Res. Sewer - 1-1/2" Water Meter	0	\$3.36	0	\$30.00	\$0.00	\$0
Res. Sewer - 2" Water Meter	0	\$3.36	0	\$35.00	\$0.00	\$0
SUBTOTAL	65,840,550		13,956		\$251,700.00	\$472,924.25

\$260,465.44	\$88,500.00		4,920		51,180,190	SUBTOTAL
\$4,245	\$420.00	\$35.00	12	\$3.36	1,138,400	Irr. Water - 2", Meter
\$3,508	\$360.00	\$30.00	12	\$3.36	936,900	Irr. Water - 1-1/2" Meter
\$25,735	\$6,300.00	\$25.00	252	\$3.36	5,784,250	Irr, Water - 1" Meter
\$2,840	\$1,200.00	\$20.00	09	\$3.36	488,080	Com. Irr. Water - 3/4" Meter
\$224,137	\$80,220.00	\$17.50	4,584	\$3.36	42,832,560	Res. Irr. Water - 3/4" Meter
\$43,323.44	\$16,380.00	_	989		8,018,880	SUBTOTAL
\$8,974	\$2,100.00	\$35.00	90	\$3.36	2,045,830	Com. Sewer - 2" Water Meter
% 0	\$0.00	\$30.00	0	\$3.36	0	Com. Sewer - 1-1/2" Water Meter
\$3,297	\$900.00	\$25.00	36	\$3.36	713,320	Com. Sewer - 1" Water Meter
\$7,574	\$4,800.00	\$20.00	240	\$3.36	825,600	Com. Sewer - 3/4" Water Meter
\$11,788	\$2,520.00	\$35.00	72	\$3.36	2,758,330	Com. Water - 2" Meter
\$0	\$0.00	\$30.00	0	\$3.36	0	Com. Water - 1-1/2" Meter
\$4,764	\$1,500.00	\$25.00	09	\$3.36	971,290	Com. Water - 1" Meter
\$6,927	\$4,560.00	\$20.00	228	\$3.36	704,510	Com. Water - 3/4" Meter

\$88,500.00 \$260,465.44	356,580.00 \$776,713.12	\$43,536.00	\$10,484.00	\$830,733.12
\$88,500.00	\$356,580.00	Availability. Fees \$43,536.00	Other Revenues \$10,484.00	Total Revenue To Be Generated (4) \$830,733.12
4,920	19,572			Total Revenue
TOTAL 51,180,190	TOTAL 125,039,620			
TOTAL	TOTAL			

ANNUAL

Comments:

(1) Test year annual water consumption amount per service type for each water meter size as stated by CUC.

The commodity charge applies to each 1000 gallons of water used.
 End of test year annual utility service types (residential water, residential sewer, commercial water, commercial sewer, etc.) provided to customers of CUC per meter size.
 Due to rounding the commodity charge to the nearest cent, an additional \$133.12 is generated producing an actual operating margin of 12.51%.